

Hard Target Systems, Inc.

MONITORING AGREEMENT

6425 S. IH-35. STE. 150 PMB 130 • Austin, Texas 78744 • 512-280-1369 • State License #B-08639 • ACR 2241 • Texas Dept. of Public Safety • Austin, Texas • 512-424-7293

Customer Name:		CENTRAL STATION USE	
Address:		Acct# - -	
City, ST, Zip:		Dealer Code	
D Residential	D Commercial	D Other	D Takeover
D Burglary	D Fire	D Radio Backup	D Video
		D Panel Change Only	
Alarm Callback Phone # 1		#2	
Seized Phone Line		Call Waiting Y/N	
PASSCODE:		EQUIP:	
EMERGENCY CONTACTS:		STATUS: 1	
2			
3			
4			
POLICE:		FIRE:	
SPECIAL INSTRUCTIONS:		Map Grid SUBDIVISION:	
TERMS OF CONTRACT:		3YRS 1YR	
Email:			
BILLING TERMS: _ MONTHLY (Auto Debit Acct Only) _ QUARTERLY _ ANNUALLY _ AFT FORM COMPLETE			
SPECIAL SERVICES:		D Openings & Closings, monthly reports	
D Openings & Closings, logged only		D Close Monitoring	
		D Cancels	
MONTHLY MONITORING RATES:		Broadband Monitoring \$	
Alarm System - Base			
\$	O&C Reports	\$	Sub-Total
Cell Transmission	O&C Logged		
\$		\$	Tax
Video Monitoring	Web Portal		
\$		\$	Total
			\$

ANNUAL MONITORING RATES: *One month free service, prorated to end of year.*

Customer hereby acknowledges the accuracy of the above account information and acceptance of the terms and conditions stated above and on the reverse hereof.

Customer Signature

Date

Alarm Dealer Representative

ZO
Date

MONITORING SERVICE

SIGNALS OF THE ALARM SYSTEM INSTALLED AT CUSTOMER'S PREMISES SHALL BE MONITORED BY A QUALIFIED CENTRAL STATION CONTRACTED BY HARD TARGET SYSTEMS, HEREINAFTER KNOWN AS HTS.

1.1 RESPONSE TO ALARMS

1.2 Monitoring Center Alarm. HTS shall, without warranty, make every reasonable effort to do the following, unless there is cause to assume that an emergency does not exist:

1.2.1 Upon receipt of a burglar alarm signal attempt to verify the signal and upon verification transmit the alarm to headquarters of the public police department and notify the Customer or his designated representative by calling the telephone number supplied to HTS in writing by Customer.

1.2.2 Upon receipt of a hold-up or personal duress alarm signal, transmit the alarm to the public police department.

1.2.3 Upon receipt of an emergency medical alert signal, HTS will telephone the Customer's premises.

(2.3.a) If the person reports, in the manner prescribed by HTS, that no assistance is required, HTS will record the signal but will not call emergency medical service or other designated persons; or

(2.3.b) If there is no answer or if there is a busy signal or if any person answering requests assistance, HTS will telephone emergency medical service and/or others as specifically designated in the Customer's Authorized Schedule, which is required by this Agreement.

1.3 Dispatch of HTS Personnel. HTS is not obligated under any circumstances to send any employees or other person to the premises of the Customer in response to any alarm signal.

1.4 No Emergency Condition. HTS may elect to verify all burglar alarm and fire alarm signals by calling Customer's premises prior to notifying the appropriate police, fire department, patrol or others. HTS may elect not to dispatch the police, fire department, patrol personnel or others, if it has reasonable cause to assume that an emergency does not exist.

2.1 VERIFICATION

2.2 VERIFICATION WILL ALWAYS BE UNDERTAKEN UNLESS SPECIFICALLY PROHIBITED BY STATE LAW, LOCAL ORDINANCE OR FOR INSURANCE DISCOUNT REASONS.

3.1 TRANSMISSION FACILITIES

3.2 Telephone Transmission. Customer acknowledges that if HTS utilized telephone line transmission, the signals from customer's alarm system are transmitted over Customer's regular telephone service to HTS, and in the event Customer's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Customer's alarm system will not be received by HTS during any such interruption in telephone service and the interruption will not be known to HTS. Customer further acknowledges and agrees that signals which are transmitted over telephone company lines are wholly beyond the control and jurisdiction of HTS and are maintained and serviced by the applicable telephone company or utility. Customer agrees to furnish any necessary telephone service or telephone lines at Customer's own expenses. Any and all telephone company charges shall be billed to Customer's telephone bill, unless specified otherwise under Section II on the front of this Contract. Any increased telephone company charges shall be borne by Customer, and if charged directly to HTS, shall be added to the periodic charges billed to Customer. Customer acknowledges that activation of the alarm system will interrupt and disconnect any telephone call in progress.

3.3 Alternate Transmission. Customer acknowledges that if HTS utilized alternate transmission method (radio, cellular, and internet), the signals from Customer's alarm system are transmitted by alternate methods. Customer acknowledges and agrees that the transmission and successful reception of radio signals is beyond the control of HTS.

4. FALSE ALARMS

4.1 In the event that customer shall cause an excessive number of false alarms through the carelessness of Customer or the malicious or accidental use of the alarm system or in the event Customer shall in any manner misuse or abuse alarm system, it shall constitute a material breach of contract on the part of Customer, and HTS may, at its option, in addition to all other legal remedies be excused from further performance upon the giving of ten (10) days written notice to Customer. HTS's excuse from performance will not affect HTS's right to recover damages from Customer. In the event a fine, penalty or fee shall be assessed against HTS by a governmental or municipal agency as a result of any false alarm originating from Customer's premises, Customer agrees to forthwith reimburse HTS for payment or said false alarm fine, penalty or fee. In the event HTS shall dispatch an agent to respond to a false alarm originating from Customer's premises, then and in that event, Customer shall pay to HTS the sum set by HTS according to its schedule or charges at the time of the false alarm.

4.2 In the event that Customer's burglar alarm dispatch rights are suspended or placed on non-priority status by police or the governmental agency due to an excessive number of false alarms, Customer agrees that HTS may require Customer to give verbal approval of all alarm dispatches and that such dispatches be delayed until such approval can be obtained so long as such suspension or non-priority status exists.

5.1 MAINTENANCE

5.2 Unless Customer has subscribed for Extended Maintenance Service under separate contract, HTS is in no way obligated to maintain, repair, service, replace, operate or assure the operation of the System or any device or devices of the Customer, except as provided in paragraph 6 of Section 1 of the Terms and Conditions.

6.1 SUSPENSION OR CANCELLATION OF MONITORING SERVICE

Any termination will be handled in accordance to Appendix A, Section 10 B of DIR Contract No. DIR-SDD-2220.

7.1 LENGTH OF CONTRACT

Contract shall be for year and have three (3) one (1) year renewal options to be exercised by HTS's issuance of thirty (30) days advanced written notice and Customer's concurrence prior to the then-effective expiration date (each a "Renewal Term").

8.1 INCREASE IN TAXES OR OTHER FEES

Taxes will be handled in accordance with Section 4F of DIR Contract No. DIR-SDD-2220.

9.1 INCREASE IN SERVICE CHARGE

9.2 So that HTS may properly adjust its rates to meet changing service and maintenance costs, HTS may at any time increase the periodic service charges as approved by DIR and reflected in Appendix C of DIR Contract No. DIR-SDD-2220. Any such increase shall be effective sixty (60) days after the giving of written notice to Customer of such increase. In the event of such increase by HTS, Customer shall have the option to terminate the services subscribed for hereunder by written notice to HTS within thirty (30) day period shall constitute Customer's agreement to such increase.

10.1 CUSTOMER'S DUTIES AS TO USE OF SYSTEM

10.2 The Customer shall carefully and properly test and set the System immediately prior to the securing of the premises and carefully test the System in a manner prescribed by HTS during the term of this Contract. If any defect in operation of the System develops, or in the event of a power failure or other interruption at Customer's premises, Customer shall notify HTS immediately. If space protection (i.e., ultra-sonics, microwave, infra-red, etc.) is a part of the System, Customer shall furnish a written opening, closing and holiday schedule. Customer agrees to provide all changes, revisions and modifications to the above to HTS in writing in a timely manner.

11.1 HTS IS NOT AN INSURER: LIMITATIONS OF LIABILITY

11.2 Limitation of Liability will be handled in accordance with Appendix A, Section 9K of DIR Contract No. DIR-SDD-2220.

12.0 ALL FEES FOR MONITORING SERVICE ARE FOR SUCH SERVICE AND ARE NOT IN ANY WAY RELATED TO CUSTOMER'S USE/NON-USE OF THE SYSTEM OR THE SUITABILITY OF THE SYSTEM TO TRANSMIT SIGNALS TO THE CENTRAL STATION OTHER THAN DESCRIBED HEREIN.